



**SPECIAL CITY COUNCIL WORKSESSION
RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM
JUNE 27, 2017
6:00 PM**

Call to order

1. 77th Street Underpass
2. Utility Rates and Conservation Structure

Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

June 22, 2017

Council Memorandum No. 61

The Honorable Mayor
and
Members of the City Council

Subject: June 27, 2017 Work Session Items

Council Members:

The following items will be discussed at the June 27, 2017 City Council Work Session:

77th St. Underpass

Staff will provide an update on the project including:

- Funding;
- Right-of-way Acquisition;
- Design; and
- Schedule

Utility Rates and Conservation Rate Structure

Ehlers completed a utility rates and conservation rate structure study for the City of Richfield. Ehlers will present their findings and recommendations at the work session.

Attached are the Ten Year Capital Improvement Plans for each utility division. Questions regarding these plans can be addressed at the work session.

Please contact Kristin Asher, Director of Public Works, at 612-861-9795 with questions.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:tab

Email: Assistant City Manager
Department Directors

Attachment

City of Richfield, Minnesota
Water System
Capital Improvement Program

Projects	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
CAPITAL EQUIPMENT											
Equipment Replacement Charge											
Technology Replacement Charge											
Vehicle Replacement	45,000			45,000			45,000			45,000	
Utility Maint. Vehicle - Valve Turning Equipment	50,000										
SCADA Radio Upgrades				15,000							
Water Plant Equipment						300,000	300,000	300,000	300,000	300,000	300,000
PROJECTS											
Wellhouse Security Improvements	12,500										
Meter Upgrade			500,000	500,000	1,500,000						
65th Street Reconsruction				4,000,000	500,000						
Water Main Replacement/Bursting	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
66th Street Reconstruction		100,000	50,000								
Water Main Replacement Under I-35W					750,000						
Emergency Water Connection			500,000								
Water Plant Roof Replacement		450,000									
2 Lime slakers at WTP	350,000										
Infrastructure Assessment	50,000										
Filter Room Window Replacement			30,000								
Wells 4,5,6 Roof Replacement					50,000						
Wells 2 & 3 Roof Replacement				25,000							
Emerson Reconstruction			300,000								
Lyndale Ave. Reconstruction			0								
Placeholder						700,000	700,000	700,000	700,000	700,000	700,000
Actual CIP (2017 Dollars)	707,500	750,000	1,580,000	4,785,000	3,000,000	1,200,000	1,245,000	1,200,000	1,200,000	1,245,000	1,200,000
Percent Inflation		4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
Inflated Project Costs	707,500	780,000	1,708,928	5,382,474	3,509,576	1,459,983	1,575,322	1,579,118	1,642,283	1,772,023	1,776,293

City of Richfield, Minnesota
 Sanitary Sewer System
 Capital Improvement Program

Projects	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
CAPITAL EQUIPMENT											
Equipment Replacement Charge											
Technology Replacement Charge											
Vehicle Replacement	40,000			45,000			45,000			45,000	
Root Saw											
SCADA Radio Upgrades				15,000							
PROJECTS											
Wood Lake Lift Station Renovation	30,000										
Sanitary Sewer Main Lining	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
I&I	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Public Works Concrete Sealing											
Lift 2 Control Panel		20,000									
Lift 3 Control Panel			20,000								
Emerson Lift Station			500,000								
Infrastructure Assessment	100,000										
Lift Station #4 valve replacement											
66th Street Reconstruction		50,000	50,000								
65th Street Reconstruction				100,000							
Placeholder						50,000	50,000	50,000	50,000	50,000	50,000
Actual CIP (2017 Dollars)	420,000	320,000	820,000	410,000	250,000	300,000	345,000	300,000	300,000	345,000	300,000
Percent Inflation		4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
Inflated Project Costs	420,000	332,800	886,912	461,194	292,465	364,996	436,535	394,780	410,571	491,043	444,073

City of Richfield, Minnesota
 Storm Water System
 Capital Improvement Program

Projects	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
CAPITAL EQUIPMENT											
Equipment Replacement Charge											
Technology Replacement Charge											
Trackhoe	60,000										
Vehicle Replacement											
SCADA Radio				5,000							
Sweeper			200,000								
PROJECTS											
Pond Dredging			200,000	200,000	200,000	200,000	200,000	200,000	200,000		
70th Street Reconstruction						2,500,000					
65th Street Reconstruction				100,000							
66th Street Reconstruction		100,000	50,000								
Infrastructure Assessment	200,000	200,000	200,000								
Placeholder							200,000	200,000	200,000	200,000	200,000
Actual CIP (2017 Dollars)	260,000	300,000	650,000	305,000	200,000	2,700,000	400,000	400,000	400,000	200,000	200,000
Percent Inflation		4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
Inflated Project Costs	260,000	312,000	703,040	343,084	233,972	3,284,963	506,128	526,373	547,428	284,662	296,049



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
JUNE 27, 2017
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Pledge of Allegiance

Approval of the minutes of the: (1) Special City Council Work Session of February 24, 2017; (2) Special City Council Work Session of June 13, 2017; (3) Special City Council Work Session of June 13, 2017; and (4) Regular City Council Meeting of June 13, 2017.

PRESENTATIONS

1. Gene & Mary Jacobsen Citizen of the Year for 2017 Award
2. MICAH Community Hero Award
3. Human Rights Commission 2016 Year in Review

COUNCIL DISCUSSION

4. Hats Off to Hometown Hits

AGENDA APPROVAL

5. Approval of the Agenda
6. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**

- A. Consideration of the approval of the revision of a lease agreement between the City of Richfield and the United States Postal Service for the use of fourteen parking spaces in the lower parking lot of the Wood Lake Nature Center.

Staff Report No. 98

- B. Consideration of the approval of a resolution authorizing the execution of a Joint Cooperation Agreement

between the City of Richfield and Hennepin County for participation in the Urban Hennepin County Community Development Block Grant Program, 2018-2020.

Staff Report No. 99

- C. Consideration of the approval of an amendment to the 2016-2017 agreement between the City of Richfield and the City of Bloomington for Public Health Emergency Preparedness Services.

Staff Report No. 100

7. Consideration of items, if any, removed from Consent Calendar

PUBLIC HEARINGS

8. Public hearing and consideration of the second reading of a transitory ordinance vacating 17th Avenue street right-of-way adjacent to the proposed Plaza 66 commercial development. This hearing was continued from June 13, 2017.

Staff Report No. 101

9. Public hearing and consideration of a resolution for a preliminary and final plat of the "Plaza 66 in Richfield" Addition that will combine six parcels (6609 – 16th Avenue, 6615 – 16th Avenue, 6608 – 17th Avenue, 6614 – 17th Avenue, and two adjacent remnant parcels) and adjacent 17th Avenue right-of-way in order to allow construction of a multi-tenant commercial building. This hearing was continued from June 13, 2017.

Staff Report No. 102

PROPOSED ORDINANCES

10. Consideration of the approval of the second reading of an ordinance abolishing the Police Civil Service Commission; repealing Subsection 305.05 of the City Code that creates a joint Police and Fire Civil Service Commission; adopting a new Subsection 305.05 to continue the Fire Civil Service Commission; and rescinding the Resolution dated October 29, 1945 creating a police civil service commission in the Village of Richfield.

Staff Report No. 103

CITY MANAGER'S REPORT

11. City Manager's Report

CLAIMS AND PAYROLLS

12. Claims and Payrolls

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

13. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



CITY COUNCIL MINUTES

Richfield, Minnesota

Special City Council Work Session

February 24, 2017

CALL TO ORDER

The meeting was called to order by Mayor Pro Tempore Howard at 7:30 a.m. in the Bartholomew Room.

ROLL CALL

Council Members Present: Michael Howard, Mayor Pro Tempore; Pat Elliott; Edwina Garcia; and Maria Regan Gonzalez.

Staff Present: Steven L. Devich, City Manager; Kristin Asher, Public Works Director; John Stark, Community Development Director; Mike Koob, Public Safety Deputy Director; Jim Topitzhofer, Recreation Services Director; Wayne Kewitsch, Fire Services Director; Chris Regis, Finance Manager; Pam Dmytrenko, Assistant City Manager/HR Manager; and Jared Voto, Executive Aide/Analyst.

Others Present: Commissioner Debbie Goettel; Representative Linda Slocum; Representative Jean Wagenius; Senator Patricia Torres Ray; and Nathan Coulter, Legislative Assistant for Senator Melissa Halvorson-Wiklund.

Item #1

DISCUSSION WITH LEGISLATORS

The City Council and City staff met with the local Legislators to discuss items of mutual interest to the City of Richfield.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 9:00 a.m.

Date Approved: June 27, 2017

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Work Session

June 13, 2017

CALL TO ORDER

The work session was called to order by Mayor Elliott at 5:45 p.m. in the Municipal Center.

Council Members Present: Pat Elliott, Mayor; Edwina Garcia; Michael Howard; and Maria Regan Gonzalez

Staff Present: Steven L. Devich, City Manager; Pam Dmytrenko, Assistant City Manager/HR Manager; Mike Dobesh, Assistant Fire Chief; Neil Ruhland, Media Coordinator; and, Jared Voto, Executive Aide/Analyst.

Item #1	2017 COUNCIL GOALS DOCUMENT REVIEW
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Pam Dmytrenko, Assistant City Manager/HR Manager, discussed the 2017 Council Goals document that was produced based on the conversation at the goal setting meeting. This document included the goals and “core values”.

Council Members discussed the document, thanked staff for capturing the goal setting session and creating an easy to understand document, and provided feedback on a couple of changes to the documents, that they felt better reflected their goals and values.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:02 p.m.

Date Approved: June 27, 2017

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Work Session

June 13, 2017

CALL TO ORDER

The work session was called to order by Mayor Elliott at 6:02 p.m. in the Municipal Center.

Council Members Present: Pat Elliott, Mayor; Edwina Garcia; Maria Regan Gonzalez; Michael Howard; and Simon Trautmann

Staff Present: Steven L. Devich, City Manager; Pam Dmytrenko, Assistant City Manager/HR Manager; Jim Topitzhofer, Recreation Services Director; Jay Henthorne, Public Safety Director/Police Chief; Wayne Kewitsch, Fire Chief; Elizabeth VanHoose, City Clerk; Melissa Poehlman, City Planner; Jack Broz, Transportation Engineer; Neil Ruhland, Media Coordinator; Kari Sinning, Deputy City Clerk; and, Jared Voto, Executive Aide/Analyst.

Item #1	COMMISSIONER RECOGNITION EVENT
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Mayor and City Council Members hosted members of the City's Commissions and thanked them for their service.

ADJOURNMENT

The work session was adjourned by unanimous consent at 7:00 p.m.

Date Approved: June 27, 2017

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Meeting

June 13, 2017

CALL TO ORDER

The meeting was called to order by Mayor Elliott at 7:00 p.m. in the Council Chambers.

Council Members Present: Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann.

Staff Present: Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Pam Dmytrenko, Assistant City Manager/HR Manager; Elizabeth VanHoose, City Clerk; Jay Henthorne, Director of Public Safety/Police Chief; Melissa Poehlman, City Planner; and Jared Voto, Executive Aide/Analyst.

OATH OF OFFICE OF CITY COUNCIL MEMBER, SIMON TRAUTMANN

City Clerk VanHoose administered the oath of office to Council Member Simon Trautmann.

PLEDGE OF ALLEGIANCE

Mayor Elliott led the Pledge of Allegiance.

APPROVAL OF MINUTES

M/Howard, S/Regan Gonzalez to approve the minutes of the: (1) Special Joint City Council and Housing and Redevelopment Authority Work Session of May 15, 2017; (2) Special City Council Work Session of May 24, 2017; (3) Special Joint City Council and Civil Service Commission Work Session of May 24, 2017; (4) Special City Council Meeting of May 24, 2017; and (5) Special City Council Meeting of May 26, 2017.

Motion carried 5-0.

OPEN FORUM

Cynthy Mandl spoke regarding the sculpture dedication on Saturday, June 24, at 2 p.m.

Item #1

COUNCIL DISCUSSION

	<ul style="list-style-type: none">• Hats Off to Hometown Hits• 4th of July
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Mayor Elliott discussed the Commissioner Recognition event that was held before the Council Meeting and the 4th of July parade.

Commissioner Goettel discussed an open house she will be having at the Richfield Farmers Market from 9-10:30 a.m. and the Memorial Day Event held in Richfield.

Council Member Garcia discussed the free Twins baseball clinic on June 24 at Roosevelt Park; the Lyndale Gardens amphitheater; and the Washington Park pickle ball courts.

Council Member Trautmann discussed the 66th Street Reconstruction project and the Lake Winds Co-op.

Council Member Regan Gonzalez discussed an award the Metropolitan Interfaith Council received.

Council Member Howard welcomed Council Member Trautmann; discussed the Commissioner Recognition event; and that the Richfield pool is open.

Mayor Elliott read a statement from the Richfield 4th of July Committee; discussed minimal mowing areas in the city; a breakfast fundraiser on June 20 for Cornerstone; and the city's work with GreenStep Cities.

Item #2	APPROVAL OF THE AGENDA
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M/Garcia, S/Howard to approve the agenda.

Motion carried 5-0.

Item #3	CONSENT CALENDAR
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City Manager Devich presented the Consent Calendar.

- A. Consideration of approval of a Hennepin County Sports Agreement, on behalf of Seven Hills Preparatory Academy, for a \$25,000 grant to fund playground equipment on their campus, and authorization of staff to execute the agreement. (S.R. No. 87)
- B. Consideration of the approval of a resolution ordering the abatement of conditions creating a hazardous building and a public health and safety nuisance existing at 6944 Pleasant Avenue South, Richfield, Minnesota. (S.R. No. 88)

RESOLUTION NO. 11369
RESOLUTION ORDERING THE ABATEMENT OF CONDITIONS
CREATING A HAZARDOUS BUILDING AND A PUBLIC HEALTH AND
SAFETY NUISANCE EXISTING AT 6944 PLEASANT AVENUE,
RICHFIELD, MINNESOTA 55423

This resolution appears as Resolution No. 11369.

- C. Consideration of approval of the implementation of the Bicycle Master Plan identified bike routes in the 2016 mill and overlay area, as recommended by the Transportation Commission. (S.R No. 89)
- D. Consideration of the approval of a resolution approving Cooperation Agreement No. 17I037 with the Metropolitan Council for restoration of the Portland Avenue roundabout intersecting 66th Street. (S.R No. 90)

RESOLUTION NO. 11370
RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER
INTO CONSTRUCTION COOPERATIVE AGREEMENT NO. 17I037
WITH THE METROPOLITAN COUNCIL FOR \$20,222 TO BE USED
FOR THE RESTORATION OF THE PORTLAND AVENUE
ROUNDBOUT AT THE 66TH STREET INTERSECTION

This resolution appears as Resolution No. 11370.

- E. Consideration of the approval of a request for a Temporary On Sale Intoxicating Liquor license for the activities scheduled to take place July 4, 2017 for the Minneapolis-Richfield American Legion Post #435, located at 6501 Portland Avenue South. (S.R. No. 91)
- F. Consideration of the approval of a request for a Temporary On Sale Intoxicating Liquor license for the Church of the Assumption, located at 305 77th Street East, for their 140th Anniversary Celebration taking place August 18-20, 2017. (S.R. No. 92)
- G. Consideration of the approval of an annual request for a Community Celebration Event license (with a request for the fee to be waived) and a Temporary On-Sale Intoxicating Liquor license, from the Fourth of July Committee for the events scheduled to take place at Veterans Memorial Park, July 3 - 4, 2017. (S.R. No. 93)

M/Elliott, S/Garcia to approve the consent calendar.

Motion carried 5-0.

Item #4	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR
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None.

Item #5	CONTINUE THE PUBLIC HEARING AND SECOND READING OF A TRANSITORY ORDINANCE VACATING 17TH AVENUE STREET RIGHT-OF-WAY ADJACENT TO THE PROPOSED PLAZA 66 COMMERCIAL DEVELOPMENT TO JUNE 27, 2017. (S.R. NO. 94)
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Council Member Regan Gonzalez presented Staff Report No. 94.

M/Regan Gonzalez, S/Elliott to continue the public hearing to consider a transitory ordinance vacating 17th Avenue street right-of-way adjacent to the proposed Plaza 66 commercial development (approx. 66th Street and 17th Avenue) to June 27, 2017.

Motion carried 5-0.

Item #6	CONTINUE THE PUBLIC HEARING AND SECOND READING OF A RESOLUTION FOR A PRELIMINARY PLAT OF THE "PLAZA 66 IN RICHFIELD" ADDITION THAT WILL COMBINE SIX PARCELS (6609 – 16TH AVENUE, 6615 – 16TH AVENUE, 6608 – 17TH AVENUE, 6614 – 17TH AVENUE, AND TWO ADJACENT REMNANT PARCELS) AND ADJACENT 17TH AVENUE RIGHT-OF-WAY IN ORDER TO ALLOW CONSTRUCTION OF A MULTI-TENANT COMMERCIAL BUILDING TO JUNE 27, 2017. (S.R. NO. 95)
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Council Member Regan Gonzalez presented Staff Report No. 95.

M/Regan Gonzalez, S/Elliott to continue the public hearing to consider a resolution for a preliminary plat of the "Plaza 66 in Richfield" Addition that will combine six parcels and adjacent 17th Avenue right-of-way for a multitenant commercial building to June 27, 2017.

Motion carried 5-0.

Item #7	CONSIDERATION OF THE APPROVAL OF THE FIRST READING OF AN ORDINANCE ABOLISHING THE POLICE CIVIL SERVICE COMMISSION; REPEALING SUBSECTION 305.05 OF THE CITY CODE THAT CREATES A JOINT POLICE AND FIRE CIVIL SERVICE COMMISSION; AND ADOPTING A NEW SUBSECTION 305.05 TO CONTINUE THE FIRE CIVIL SERVICE COMMISSION. (S.R. NO. 96)
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Council Member Howard presented Staff Report No. 96.

Michelle Soldo, Soldo Consulting, P.C., discussed the process of her review and recommendations.

M/Howard, S/Trautmann to approve the first reading of an ordinance abolishing the Police Civil Service Commission; repealing Subsection 305.05 of the City Code that creates a joint Police and Fire Civil Service Commission; and adopting a new Subsection 305.05 to continue the Fire Civil Service Commission.

Council Member Howard commented on the ability for the Police Department to recruit diverse candidates and having a police force that reflects our community.

Motion carried 5-0.

Item #8	CONSIDERATION OF THE APPROVAL OF A RESOLUTION GRANTING A CONDITIONAL USE PERMIT AMENDMENT AND VARIANCES TO ALLOW AN EXPANDED OUTDOOR RECREATIONAL FACILITY AT THE ACADEMY OF HOLY ANGELS. THE PROPOSAL INCLUDES A SYNTHETIC TURF PLAYING SURFACE, FIELD LIGHTING, AND AN ADDITIONAL INFLATABLE DOME TO BE USED SEASONALLY. (S.R. NO. 97)
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Council Member Garcia presented Staff Report No. 97 and invited City Planner Poehlman to present additional information.

Mayor Elliott invited members of the audience to speak, although this was not a public hearing.

Sharon Miller, address not given, spoke regarding her opposition to the second dome.

Julie Meyer, address not given, spoke in regards to approval of the second dome.

Dan Becker, address not given, spoke in support of the Academy of Holy Angels and the second dome.

Council Member Howard asked about the lighting, the hours of operations of the facility, and availability for residents to use the facility.

Tom Shipley and Craig Larson of Academy of Holy Angels responded to the questions from the Council.

M/Garcia, S/Elliott to approve a resolution granting an amended conditional use permit and variances to allow construction of a synthetic turf playing surface, field lighting, and an additional inflatable dome at the Academy of Holy Angels.

RESOLUTION NO. 11371
RESOLUTION APPROVING A CONDITIONAL USE PERMIT
AMENDMENT AND VARIANCES FOR A HIGH SCHOOL OUTDOOR
RECREATIONAL FACILITY INCLUDING LIGHTED PLAYING FIELDS
AND AN ADDITIONAL INFLATABLE DOME AT 6600 NICOLLET
AVENUE

Motion carried 5-0. The resolutions appear as Resolution No. 11371.

Item #9	CITY MANAGER'S REPORT
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None.

Item #10	PROVIDE A SUMMARY REVIEW OF THE CITY MANAGER'S ANNUAL PERFORMANCE EVALUATION FOR 2016, HELD ON MAY 24, 2017, AS REQUIRED BY MINN. STATUTES 13D.05 SUBD. 3(A).
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Mayor Elliott provided a summary of the closed session held on May 24, 2017.

Item #11	CLAIMS AND PAYROLLS
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M/Garcia, S/Trautmann that the following claims and payrolls be approved:

U.S. Bank	06/13/17
A/P Checks: 259386 - 259824	\$ 1,691,991.99
Payroll: 127956 - 128270, 42757 - 42774	607,237.54
TOTAL	\$ 2,299,229.53

Motion carried 5-0.

OPEN FORUM

None.

Item #12	ADJOURNMENT
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The City Council Meeting was adjourned by unanimous consent at 8:35 p.m.

Date Approved: June 27, 2017

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



STAFF REPORT NO. 98
CITY COUNCIL MEETING
6/27/2017

REPORT PREPARED BY: Jim Topitzhofer, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Jim Topitzhofer, Recreation Services Director
6/13/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/21/2017

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the revision of a lease agreement between the City of Richfield and the United States Postal Service for the use of fourteen parking spaces in the lower parking lot of the Wood Lake Nature Center.

EXECUTIVE SUMMARY:

The United States Postal Service operates a post office in Richfield located at 825 West 65th Street. This post office is in need of additional parking for employees and postal delivery vehicles. Wood Lake Nature Center is within walking distance of the Richfield Post Office and has the capacity to accept additional parking in the lower lot. The Postal Service has had this parking arrangement with the City for two years and no issues were reported.

The new agreement will commence on August 1, 2017, and will be in effect for two years. Under the agreement, the Postal Service will park their vehicles in fourteen marked parking spaces in the lower lot. Postal employees will swap parking spaces during operating hours. The Postal Service will pay rent for the parking spaces in the amount of \$10,080 the first year, and \$10,382 the second year.

RECOMMENDED ACTION:

By Motion: Approve the revised lease agreement between the City of Richfield and the United States Postal Service for the use of fourteen parking spaces at the Wood Lake Nature Center from August 1, 2017, to July 31, 2019, in the amount of \$10,080 the first year, and \$10,382 the second year.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- On February 28, 2017, City Council approved a lease renewal with the United States Postal Service for the use of fourteen parking spaces at the Wood Lake Nature Center from August 1, 2017, to July 31, 2019, in the amount of \$10,080 the first year, and \$10,382 the second year.
- The lease was never executed by the Postal Service due to a request to modify the agreement by the Postal Service as follows:
 - **Section 6: Provisions:**
 - Previous language: A. Landlord shall maintain parking lot, including but not limited to

paving, sealing, snow removal, and lighting.

- USPS Required Language: "The Landlord shall be responsible for maintenance of the demised premises. The responsibility of the Landlord as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the Premises in proper condition during the Ground Lease term. Landlord shall be responsible for all other maintenance not listed above that is necessary to keep the Premises in proper condition."
- The Postal Service has had this lease agreement with the City for the past two years, paying rent for the same number of parking spaces as indicated in the renewed agreement.
- No issues have been reported and the arrangement has worked without incident for Wood Lake Nature Center and the Richfield Post Office.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- City Council considers and executes these types of agreements for the City by policy.

C. CRITICAL TIMING ISSUES:

- The renewal date for the revised parking lot lease is August 1, 2017.

D. FINANCIAL IMPACT:

- The financial impact of this item is favorable to the Wood Lake Nature Center by providing a new revenue source from the rental of parking spaces in the amount of \$10,080 the first year, and \$10,382 the second year.

E. LEGAL CONSIDERATION:

- The City Attorney has reviewed the attached agreement and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- Council may reject the attached agreement and forgo the additional rental revenue.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Revised Wood Lake Parking Lot Lease	Cover Memo



Ground Lease

MINNEAPOLIS - RICHFIELD BR ADDTL PRKG (266360-179)
6710 LAKE SHORE DRIVE, MINNEAPOLIS, MN 55423-9998



Ground Lease

Facility Name/Location

MINNEAPOLIS - RICHFIELD BR ADDTL PRKG (266360-179)
6710 LAKE SHORE DRIVE, MINNEAPOLIS, MN 55423-9998

County: Hennepin

Lease: Q90000466127

This Lease made and entered into by and between CITY OF RICHFIELD hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof:
14 Parking Spaces located in the lower lot.

Total Site Area: 3,000.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rent of: See Addendum.

Rent checks shall be payable to:

CITY OF RICHFIELD
C/O WOOD LAKE NATURE CENTER
6710 LAKE SHORE DRIVE

RICHFIELD, MN 55423-2206

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective August 01, 2017 with an expiration date of July 31, 2019, for a total of 2 Years.

4. RENEWAL OPTIONS: None

5. TERMINATION:
None, except as specified elsewhere in this Lease.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

See Addendum

7. LEGAL DESCRIPTION:
See Attached Addendum



Addendum

Facility Name/Location

MINNEAPOLIS - RICHFIELD BR ADDTL PRKG (266360-179)
6710 LAKE SHORE DRIVE, MINNEAPOLIS, MN 55423-9998

County: Hennepin

Lease: Q90000466127

2. RENTAL: The Postal Service will pay the Landlord an annual rental of:

\$10,080.00 beginning August 01, 2017 and ending July 31, 2018

\$10,382.00 beginning August 01, 2018 and ending July 31, 2019

payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

7. LEGAL DESCRIPTION:

THAT PART OF GOVT LOT 7 SEC 28 LYING EASTERLY OF INTERSTATE HWY NO 35W
AND THAT PART OF GOVT LOT 6 SEC 28 LYING E OF W 20 ACRES THEREOF AND
SOUTHERLY OF SOUTHERLY LINE OF FAIRWOOD SHORES LYNNWOOD
DUNHAMS ADDN TO RICHFIELD AND THE SOUTHERLY LINE AND ITS
SOUTHWESTERLY EXTS OF LOT 7 VEHE ADDN AND THAT PART OF GOVT LOT
1 SEC 28 LYING WESTERLY OF LYNDALE AVE S ALSO BLK B FAIRWOOD
SHORES ALSO LOT B LYNNWOOD ALSO LOT A WOODDALE ADDN ALSO OUTLOT A
M P JOHNSONS LYNDALE SHORES ON WOOD LAKE ALSO BLK 1 AND OUTLOT A
AND THAT PART OF LOTS 1 AND 2 BLK 2 LYING N OF S 10 FT THEREOF ALSO THAT
PART OF LOTS 12 AND 13 BLK 2 LYING N OF S 60 FT THEREOF IRWIN SHORES ALSO
LOTS 11 THRU 20 INCL BLK 7 AND PARK S IN WOOD LAKE SHORES

8. INDEMNIFICATION CLAUSE:

The Postal Service hereby agrees to save harmless and indemnify the landlord from all claims, losses, damages, actions, causes of action, expenses, and/or liabilities resulting from the use of said property by the Postal Service whenever such claim, loss, damage, action, cause of action, expense, and/or liability arises from the negligent or wrongful act or omission by an employee of the Postal Service while acting within the scope of his or her employment, under circumstances where the Postal Service, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred. Notwithstanding the above, the Postal Service is under no obligation to save harmless and indemnify the landlord where any negligent or wrongful act or omission by the landlord, its employees or agents, in any way causes or contributes to the claim, loss, damage, action, cause of action, expense and/or liability.

9. OTHER PROVISIONS:

A. Postal Service shall not be authorized to park in the designated areas on three specific dates each year. These dates are:

December 31st

3rd Saturday of October

The Saturday before Thanksgiving from 8am to 11am

B. The Landlord shall be responsible for maintenance of the demised premises. The responsibility of the Landlord as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the Premises in proper condition during the Ground Lease term. Landlord shall be responsible for all other maintenance not listed above that is necessary to keep the Premises in proper



Addendum

Facility Name/Location

MINNEAPOLIS - RICHFIELD BR ADDTL PRKG (266360-179)
6710 LAKE SHORE DRIVE, MINNEAPOLIS, MN 55423-9998

County: Hennepin

Lease: Q90000466127

condition.

10. GENERAL CONDITIONS TO USPS GROUND LEASE, SECTION 6, SUBLEASE:

Section 6, Sublease has been removed from rider.

11. GENERAL CONDITIONS TO USPS GROUND LEASE, SECTION 7, ALTERATIONS:

Section 7, Alterations has been removed from the rider.



Ground Lease

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF RICHFIELD

Name & Title:

Name & Title:

Name & Title:

Name & Title:

Landlord's Address: C/O WOOD LAKE NATURE CENTER 6710 LAKE SHORE DRIVE
RICHFIELD, MN 55423-2206

Landlord's Telephone Number(s): (612) 965 - 0575 (612) 965 - 0575

Federal Tax Identification No.: XX-XXX5490

Witness

Witness

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Laureen A Yamakido

Contracting Officer

Signature of Contracting Officer

Pacific FSO 1300 EVANS AVENUE, SUITE 200, SAN FRANCISCO, CA 94188-8200

Address of Contracting Officer



General Conditions to USPS Ground Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a



General Conditions to USPS Ground Lease

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U. S. Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;

b. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and

c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-1, Privacy Protection (July 2007)

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 4-2, Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



STAFF REPORT NO. 99
CITY COUNCIL MEETING
6/27/2017

REPORT PREPARED BY: Kate Aitchison/Julie Urban, Housing Specialists

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
6/21/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/22/2017

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution authorizing the execution of a Joint Cooperation Agreement between the City of Richfield and Hennepin County for participation in the Urban Hennepin County Community Development Block Grant Program, 2018-2020.

EXECUTIVE SUMMARY:

Every three years, the City of Richfield executes a Joint Cooperation Agreement (JCA) with Hennepin County that allows it to receive federal Community Development Block Grant (CDBG) entitlement funding. The JCA automatically renews every three years; however, Hennepin County is proposing several changes that require the City Council to approve a revised JCA. The new JCA will cover the years 2018-2020.

The two main additions to the 2018-2020 JCA include:

- Clarification of Affirmatively Furthering Fair Housing requirements, including that cooperating units may lose some or all CDBG funding if they fail to comply with fair housing requirements.
- Creation of a process for pooled, competitive funding awards for public service activities.

RECOMMENDED ACTION:

By motion: Approve a resolution authorizing the execution of a Joint Cooperation Agreement between the City of Richfield and Hennepin County for participation in the Urban Hennepin County Community Development Block Grant Program, 2018-2020.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Hennepin County is proposing the following changes to the JCA for 2018-2020:

- **Clarification of Affirmatively Furthering Fair Housing requirements.** In 2014, Hennepin County was required to review its programming efforts in light of fair housing and produce an Analysis of Impediments (AI) to fair housing. An amendment to this AI was required in 2016. A consultant was hired and presented its findings to Hennepin County in the spring of 2017. Hennepin County, as a HUD grantee, must provide oversight to its cooperating units (in this case, the City of Richfield). The JCA revisions require cities to comply with fair housing requirements or lose some or all CDBG funding.

- **Creation of a process for pooled, competitive funding awards for public service activities.** The cities currently issue their own Request for Proposals and select service providers to receive awards. Many of the providers receive awards from multiple cities; therefore, consolidating all public service funds into one pool will simplify program administration. City staff anticipate having continued input into the award process.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- All CDBG-funded activities must meet one of three national objectives: 1) benefiting low- and moderate-income persons, 2) preventing or eliminating slums and/or blight, or 3) meeting an urgent need. In addition, activities must be consistent with priorities identified in the County's Consolidated Plan. Those priorities include a variety of housing activities, such as housing rehabilitation, public services to maintain or increase self-sufficiency, and neighborhood revitalization activities.
- The JCA ensures the ongoing opportunity to fund CDBG programs and projects in Richfield, including the Deferred Loan and New Home programs.

C. CRITICAL TIMING ISSUES:

- The resolution approving the JCA and executed copies of the JCA must be returned to Hennepin County by July 20, 2017.

D. FINANCIAL IMPACT:

- CDBG funds are federal funds awarded to the City through Hennepin County. Failure to approve the JCA will result in the City losing its CDBG funding.
- The City was awarded \$244,979 in CDBG funds for Federal Fiscal Year 2017.

E. LEGAL CONSIDERATION:

- A certified resolution is required to approve the JCA.

ALTERNATIVE RECOMMENDATION(S):

- Council may choose to not adopt the resolution.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT COOPERATION AGREEMENT BETWEEN THE CITY OF RICHFIELD AND HENNEPIN COUNTY FOR PARTICIPATION IN THE URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN FISCAL YEARS 2018-2020

WHEREAS, the City of Richfield, Minnesota and the County of Hennepin have in effect a Joint Cooperation Agreement for purposes of qualifying as an Urban County under the United States Department of Housing and Urban Development Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG) Program, and HOME Investment Partnerships (HOME) Programs; and

WHEREAS, the City and County wish to execute a new Joint Cooperation Agreement in order to continue to qualify as an Urban County for purposes of the Community Development Block Grant, ESG and HOME Programs.

BE IT THEREFORE RESOLVED that a new Joint Cooperation Agreement between the City and County be executed effective October 1, 2017, and that the Mayor and the City Manager be authorized and directed to sign the Agreement on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of June, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 100
CITY COUNCIL MEETING
6/27/2017

REPORT PREPARED BY: Betsy Osborn, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
6/20/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/21/2017

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of an amendment to the 2016-2017 agreement between the City of Richfield and the City of Bloomington for Public Health Emergency Preparedness Services.

EXECUTIVE SUMMARY:

The City of Richfield has had a Public Health Emergency Preparedness contract with the City of Bloomington to provide public health emergency preparedness services on Richfield's behalf for over thirteen years. The Richfield City Council approved of this annual contract for 2016-2017 on October 5, 2016.

The City received additional federal funding for on-going public health preparedness operations for 2016-2017 in the amount of \$6,179 and desires to use this additional funding to continue to purchase Public Health Emergency Preparedness from the City of Bloomington under the terms and conditions of the original agreement.

RECOMMENDED ACTION:

By Motion: Approve an amendment to the 2016-2017 agreement between the City of Richfield and the City of Bloomington in the amount of \$6,179 to be used to continue purchasing Public Health Emergency Preparedness Services under the terms and conditions of the original agreement.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- On occasion, the State of Minnesota has amended our Public Health Emergency Preparedness grant monies with additional small amounts of money. This has not happened with any frequency, but the amount of \$6,179 is being added for the grant work that Richfield will receive in 2016-2017 and desires the additional funding to be used to continue purchasing services from the City of Bloomington.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The City of Richfield became a Local Public Health Agency (LPHA) in 1977, which makes the City eligible to receive these grant funds to use in the development of a public health emergency response system specific to Richfield and its needs.

C. CRITICAL TIMING ISSUES:

- These funds are part of a nationwide effort by the Federal government to respond to serious public health emergencies, to include threats of bioterrorism.

D. FINANCIAL IMPACT:

- Funds being used are those given to Richfield as an LPH agency, from the federal government, to develop a system responding to public health emergency preparedness and bioterrorism threats.

E. LEGAL CONSIDERATION:

- The City must comply with the requirements of the grant in order to receive grant funds.
- The City Attorney has reviewed the contents of the contract and has approved it.

ALTERNATIVE RECOMMENDATION(S):

- The City Council could decide not to approve an amendment to the contract they originally approved on October 5, 2016 and not accept an additional \$6,179 in funding that would go the City of Bloomington via that contract. This would mean that the City would lose the additional grant funds.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<div> <div>□</div> <div>Public Health Emergency Preparedness Grant Amendment</div> </div>	Contract/Agreement

**AMENDMENT #1 TO AGREEMENT BETWEEN
THE CITIES OF BLOOMINGTON, MINNESOTA AND RICHFIELD, MINNESOTA
FOR PUBLIC HEALTH PREPAREDNESS AND RESPONSE TO BIOTERRORISM**

THIS AGREEMENT is made this _____ day of _____, 2017, between the City of Bloomington, acting through its Public Health Division, a Minnesota municipal corporation, located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as "Bloomington"), and the City of Richfield, a Minnesota municipal corporation, located at 6700 Portland Avenue, Richfield, Minnesota 55423 (hereinafter referred to as "Richfield").

WITNESSETH

WHEREAS, the parties have previously entered into an agreement effective July 1, 2016 through June 30, 2017 (hereinafter referred to as "Original Agreement"); and

WHEREAS, Richfield has received additional federal funding for on-going public health preparedness operations (previously defined as "PH Emergency Services" and "CRI Duties"); and

WHEREAS, Richfield desires to use this additional funding to continue purchasing PH Emergency Services and CRI Duties from Bloomington under the terms and conditions of the Original Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERMS OF AMENDMENT

1. Richfield shall pay to Bloomington an additional not-to-exceed amount of SIX THOUSAND ONE HUNDRED SEVENTY NINE AND NO/100 DOLLARS (\$6,179.00) for PH Emergency Services and CRI Duties as described in the Original Agreement.

2. The total not-to-exceed amount of the Agreement will be FORTY NINE THOUSAND FOUR HUNDRED THREE AND 00/100 DOLLARS (\$49,403.00).

3. All other terms and conditions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed the day and year first above written.

CITY OF BLOOMINGTON, MINNESOTA

DATED: _____

Reviewed and approved by the City Attorney.

BY: _____
Its City Manager

City Attorney

CITY OF RICHFIELD, MINNESOTA

DATED: _____

BY: _____
Its Mayor

DATED: _____

BY: _____
Its City Manager



STAFF REPORT NO. 101
CITY COUNCIL MEETING
6/27/2017

REPORT PREPARED BY: Melissa Poehlman, City Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
6/21/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/22/2017

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consideration of the second reading of a transitory ordinance vacating 17th Avenue street right-of-way adjacent to the proposed Plaza 66 commercial development. This hearing was continued from June 13, 2017.

EXECUTIVE SUMMARY:

Interstate Development (the Developer) is proposing a multi-tenant commercial building along 66th Street, between 16th Avenue and Richfield Parkway. The Developer has purchase agreements in place for all properties within the project boundary and is requesting the vacation of the right-of-way immediately adjacent. The right-of-way under consideration for vacation is approximately 200 feet in length and contains a portion of 17th Avenue that utilizes about 2/3 of this area prior to coming to a dead end. This dead-ended road currently provides access to two homes at 6608 and 6614 17th Avenue. These properties and the right-of-way are proposed to be incorporated into the development and there will no longer be a public need for the street right-of-way.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve a second reading of a transitory ordinance vacating 17th Avenue street right-of-way adjacent to the proposed Plaza 66 commercial development (approx. 66th Street and 17th Avenue).

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In the past, 17th Avenue offered a direct connection to 66th Street. Construction of the Richfield Parkway roundabout eliminated that connection over 10 years ago. The area proposed to be vacated currently serves only two homes and those homes will be removed as part of the proposed project.
- There are utilities within the right-of-way. Drainage and utility easements must be dedicated in the proposed plat. Approval of this vacation shall be contingent upon this dedication.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The Council may by ordinance vacate a street, alley, public grounds or a part thereof, on its own motion or upon the petition of the owners of half of the land abutting the street, alley, public

grounds or part thereof, to be vacated.

- The Housing and Redevelopment Authority is the owner of more than 50% of the land abutting the right-of-way and approved a petition requesting the vacation on May 15, 2017.
- No vacation may be made unless it appears to be in the interest of the public to do so.
- Easements for identified utilities and drainage must be dedicated in the plat.
- The Council approved a first reading of a draft transitory ordinance on May 24, 2017. Changes to the ordinance were made for clarity at the recommendation of the City Attorney.

C. CRITICAL TIMING ISSUES:

- **60-DAY RULE:** The 60-day clock 'started' on April 10, 2017 when a complete application was received. The city has notified the applicant that it is extending the deadline for a decision by an additional 60 days. A decision must be made by August 8, 2017.

D. FINANCIAL IMPACT:

- The required application fee has been paid.

E. LEGAL CONSIDERATION:

- Notice of the public hearing was published in the Sun Current Newspaper, as required.
- Mailed notice was sent to properties within 350 feet of the proposed vacation.
- The City Attorney has reviewed the proposed vacation and transitory ordinance.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Lonnie Provencher, Interstate Development

ATTACHMENTS:

Description	Type
▢ Ordinance	Ordinance
▢ Area to be vacated	Exhibit
▢ Development Site Plan	Exhibit

BILL NO.

TRANSITORY ORDINANCE NO. _____

**AN ORDINANCE VACATING PUBLIC RIGHT-OF-WAY EASEMENTS
(17TH AVENUE FROM 66TH STREET
TO THE SOUTHERN BOUNDARY OF 6614 17TH AVENUE)**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1: The following described land is a public street for right-of-way purposes ("Street Easement"):

That part of 17th Avenue South described as follows:

Beginning at the northeast corner of Block 1, CEDAR-SUNRISE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota; thence on an assumed bearing of South 00 degrees 06 minutes 08 seconds East, along the west line of said vacated 17th Avenue South, a distance of 200.47 feet to the southeast corner of Lot 3 of said Block 1; thence North 89 degrees 57 minutes 16 seconds East, along the easterly prolongation of the south line of said Lot 3, a distance of 60.00 feet to the intersection of the easterly prolongation of the south line of said Lot 3 with the east line of said vacated 17th Avenue South; thence North 00 degrees 06 minutes 08 seconds West, along said east line of vacated 17th Avenue South, a distance of 73.86 feet; thence North 25 degrees 26 minutes 49 seconds West a distance of 140.17 feet to the point of beginning.

Sec. 2: The Street Easement is not required for access to the abutting properties.

Sec. 3: The following public facilities are located in the Street Easement: water main, storm sewer, sanitary sewer and there is a continuing public need for easement for drainage and utility purposes over the Street Easement area.

Sec. 4: The City has notified the service providers for gas, electric, telephone, and cable communications services of the proposed vacation; the following facilities are reported to be located in the Street Easement: gas, electric, cable.

Sec. 5: The Council finds that there is not a public need for the Street Easement.

Sec. 6: The Street Easement is vacated conditioned upon the dedication of drainage and utility (gas, electric, cable) easements in the final plat for Plaza 66 in Richfield.

Sec. 8: The vacation of the Street Easement is effective immediately following the recording of a final plat for Plaza 66 in Richfield or 30 days following publication of this Ordinance, whichever is later.

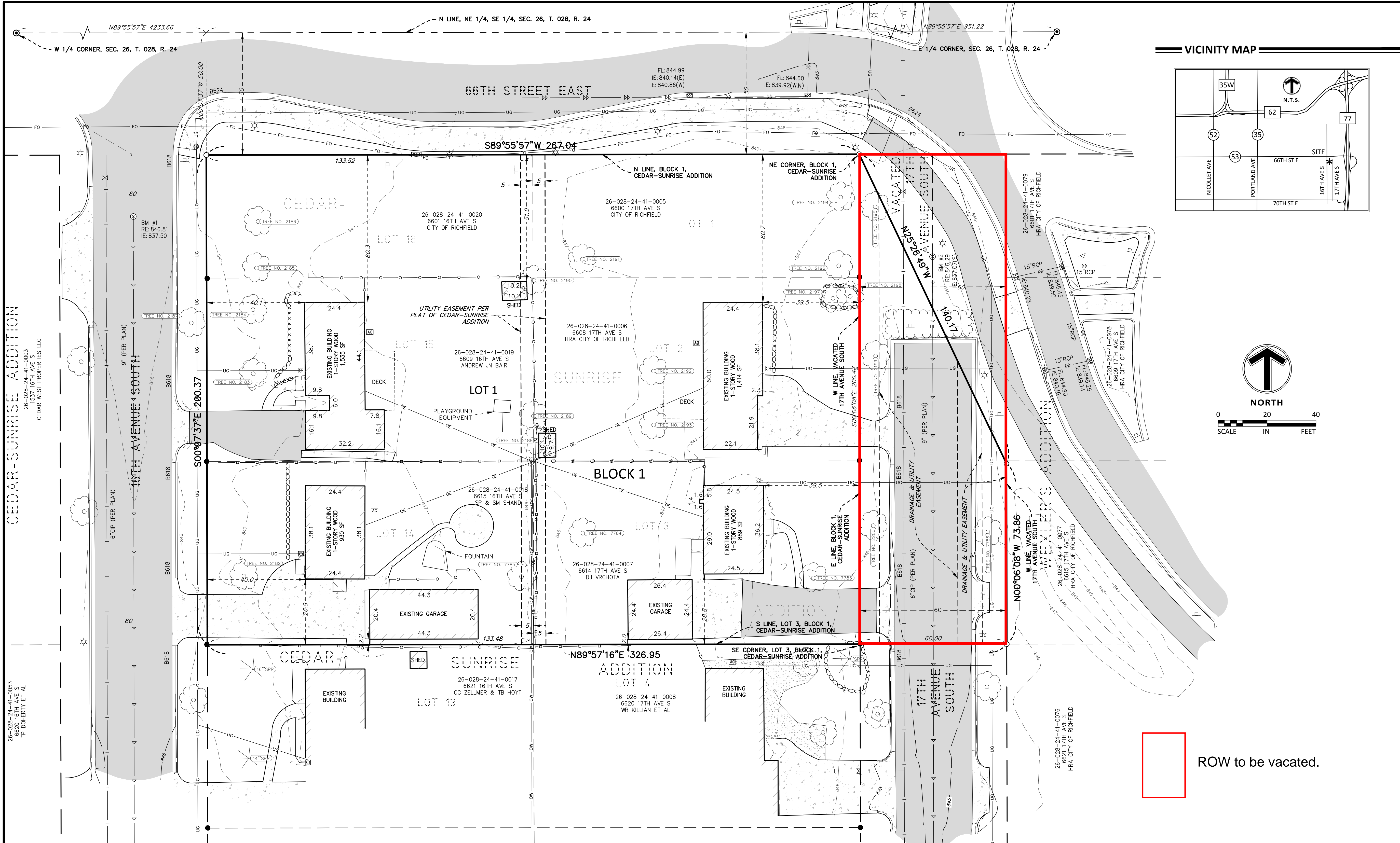
Sec. 9: The City Clerk is directed to prepare a certificate of completion of vacation proceedings and to record the vacation in the office of the Hennepin County Registrar of Titles or Hennepin County Recorder, as appropriate.

Passed by the City Council of the City of Richfield, Minnesota this 27th day of June, 2017.

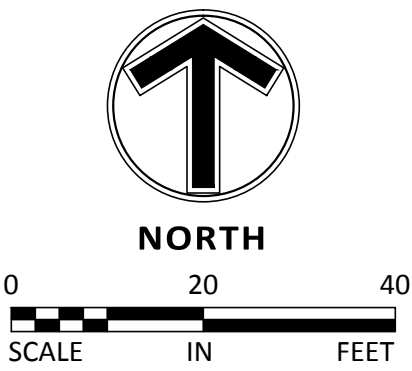
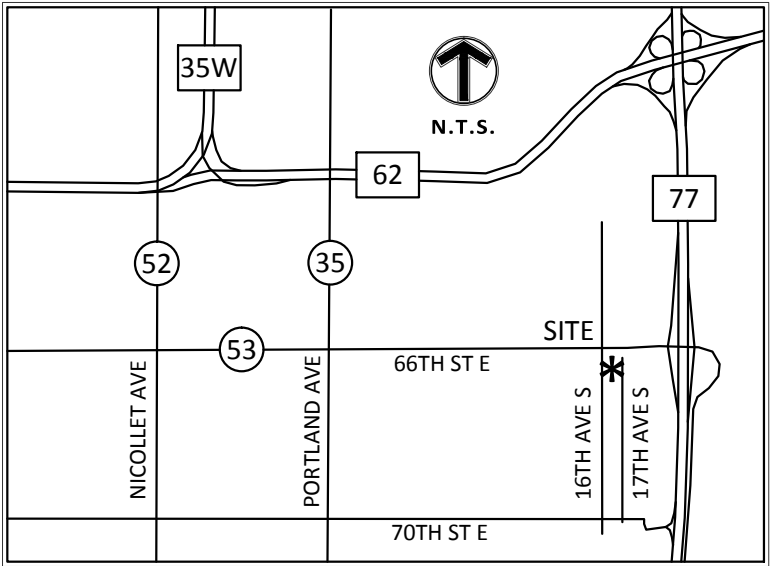
Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



VICINITY MAP



ROW to be vacated.

LEGEND

- | | | |
|--------------------------------|--|-----------------------------|
| ● FOUND PINCHED TOP IRON PIPE | — BOUNDARY LINE | --- EASEMENT LINE |
| ⊙ SET MONUMENT MARKED LS 21729 | — RIGHT-OF-WAY LINE | --- SETBACK LINE |
| ⊗ GUY VALVE / HYDRANT | --- UNDERLYING / ADJACENT LOT TIE LINE | --- RESTRICTED ACCESS |
| ⊙ SANITARY MANHOLE | --- SECTION LINE (100.00) | --- TREE LINE |
| ⊙ STORM MANHOLE | --- DEED DISTANCE | --- CONCRETE CURB |
| ⊗ STORM CATCH BASIN | --- WATERMAIN | --- BUILDING LINE |
| ★ LIGHT | --- SANITARY SEWER | --- BUILDING CANOPY |
| ⌵ GUY ANCHOR | --- STORM SEWER | --- BITUMINOUS SURFACE |
| ⊙ UTILITY POLE | --- UNDERGROUND FIBER OPTIC | --- CONCRETE SURFACE |
| ⊙ GAS METER | --- UNDERGROUND TELEPHONE | --- LANDSCAPE MULCH SURFACE |
| ⊙ GAS VALVE | --- UNDERGROUND GAS | ○ DECIDUOUS TREE |
| ⊙ ELECTRIC MANHOLE | --- OVERHEAD ELECTRICAL WIRE | ✱ CONIFEROUS TREE |
| ■ GUARD POST | --- CHAIN LINK FENCE | |
| □ SIGN | --- WOOD FENCE | |
| ⊞ BENCH | --- RETAINING WALL | |
| | --- BLOCK RETAINING WALL | |
| | --- STONE RETAINING WALL | |

DESCRIPTION

Lots 1, 2, 3, 14, 15, and 16, Block 1, CEDAR-SUNRISE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota

TOGETHER WITH

That part of vacated 17th Avenue South described as follows:

Beginning at the northeast corner of Block 1, CEDAR-SUNRISE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota; thence on an assumed bearing of South 00 degrees 06 minutes 08 seconds East, along the west line of said vacated 17th Avenue South, a distance of 200.47 feet to the southeast corner of Lot 3 of said Block 1; thence North 89 degrees 57 minutes 16 seconds East, along the easterly prolongation of the south line of said Lot 3, a distance of 60.00 feet to the intersection of the easterly prolongation of the south line of said Lot 3 with the east line of said vacated 17th Avenue South; thence North 00 degrees 06 minutes 08 seconds West, along said east line of vacated 17th Avenue South, a distance of 73.86 feet; thence North 25 degrees 26 minutes 49 seconds West a distance of 140.17 feet to the point of beginning.

PROPERTY SUMMARY

- Subject property's addresses and property identification numbers are shown on the survey.
- The gross area of the subject property and area of proposed Lot 1, Block 1 is 1.417 Acres or 61,742 Square Feet.
- The subject property is zoned C – 2, General Commercial, per City of Richfield zoning map dated 04/2016.

BENCHMARKS

- The vertical datum is based on NAVD88. The originating bench marks are 2785 D and BR 7269 SE, both referenced from the MnDOT Geodetic Database.

BENCHMARK #1
Sanitary sewer manhole rim elevation at northwest corner of property. Elev.=846.81

BENCHMARK #2
Sanitary sewer manhole rim elevation at northeast corner of property. Elev.=846.29

SURVEY NOTES

- The bearing system for this survey is based on the north line of Block 1, CEDAR-SUNRISE ADDITION having an assumed bearing of South 89 degrees 55 minutes 57 seconds West.
- A Gopher State One Call (GSOC) request was placed on 02/16/2017, under Ticket Number 170470481 for utility locates on this site. The underground utility locations, shown hereon, if any, are based upon locates from those utility providers that actually performed a locate as a result of this request. Utility suppliers often do not respond to these requests but may provide ambiguous maps, plans, and drawings in lieu of physical location. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. Utility information shown hereon, if any, is a compilation of this map information and those visible utilities that were located during the survey field work. The surveyor further does not warrant that the underground utilities shown hereon, if any, are in the exact location as indicated, although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities. Pursuant to MS 216.D contact Gopher State One Call at (651-454-0002) prior to any excavation.
- Field work was completed on 02/23/2017.
- The building(s) and exterior dimensions of the outside wall at ground level are shown on the survey. It may not be the foundation wall.

Client
**INTERSTATE
DEVELOPMENT**

6930 CARLSON DR, EDEN PRAIRIE,
MN 55346

Project
**PLAZA 66 IN
RICHFIELD**

Location
RICHFIELD, MN

Certification

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed LAND SURVEYOR under the laws of the State of Minnesota.

Rick M. Blom
Rick M. Blom
Registration No. 21729 Date: 03/16/2017
If applicable, contact us for a wet signed copy of this survey which is available upon request at Sambatek's, Minnetonka, MN office.

Summary

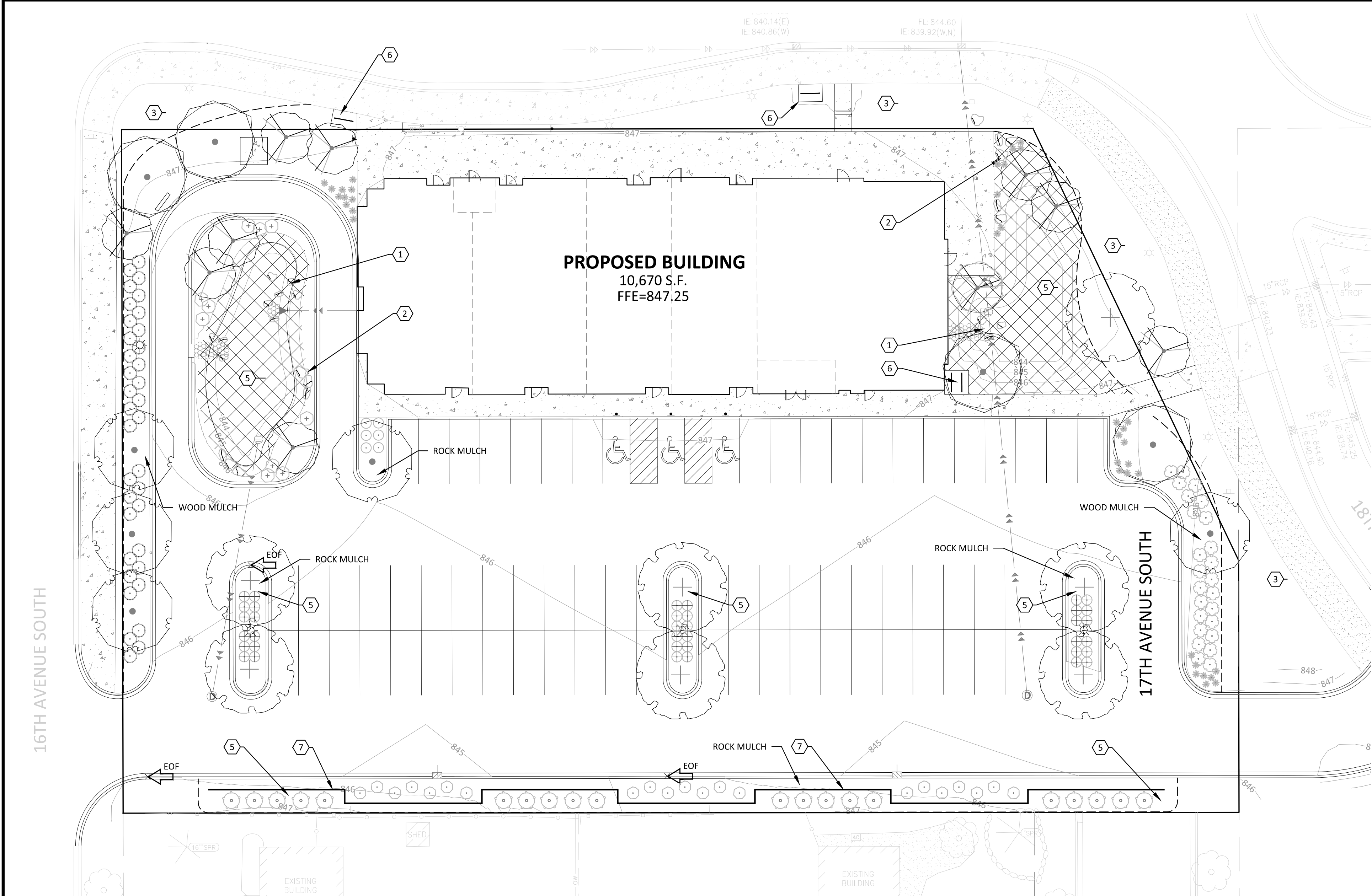
Designed: Drawn: DL
Approved: RMB Book / Page: 1241/50
Phase: Initial Issue: 03/17/2017

Revision History
No. Date By Submittal / Revision

Sheet Title
**PRELIMINARY
PLAT**

Sheet No. Revision
1/1

Project No. 20706



LANDSCAPE LEGEND

- 1 RIVER ROCK BOULDERS 6"-12" (10) AT EACH CUB INLET AND PIPE OUTLET
- 2 RIVER ROCK BOULDERS 18"-36" (7) PLACED AROUND CURB
- 3 SOD - ALL SOD TO BE IRRIGATED
- 4 - - - - STEEL EDGER
- 5 1.5" RIVER ROCK PER CIVIL DETAIL
- 6 BIKE RACK (4) - DERO - BIKE BIKE RACK
- 7 CEDAR FENCE 6' HEIGHT, OPAQUE

CITY LANDSCAPE CODE

LIST CODE HERE

PLANT TYPE	REQUIRED	PROVIDED
DEVELOPABLE AREA REQUIREMENT	= 24	
INTERIOR PLANTING ISLAND	= 4	
PERIMETER PLANTINGS	= 8	
TOTAL PLANTINGS	36	
OVER STORY TREES		16
EVERGREEN TREES		10
ORNAMENTAL TREES		0
		26

PLANT SCHEDULE

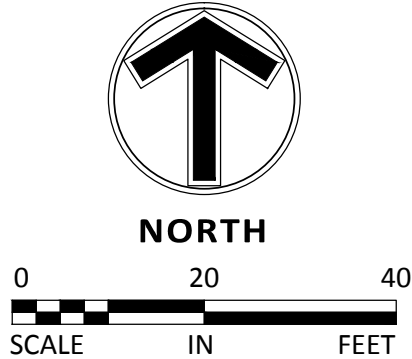
TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	QTY
	Quercus bicolor / Swamp White Oak	B & B	2.5"Cal	7
	Tilia americana 'Boulevard' / Boulevard Linden	B & B	2.5"Cal	5
	Ulmus americana 'Princeton' / American Elm	B & B	2.5"Cal	4
ORN. TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	QTY
	Amelanchier canadensis 'Autumn Brilliance' / Autumn Brilliance Serviceberry	B & B	2"Cal	9
	Syringa reticulata / Japanese Tree Lilac	B & B	2"Cal	1
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT		QTY
	Aronia melanocarpa 'Autumn Magic' / Autumn Magic Black Chokeberry	5 gal		36
	Cornus sericea 'Alleman's Compact' / Dwarf Red Twig Dogwood	5 gal		10
	Diervilla lonicera / Dwarf Bush Honeysuckle	5 gal		36
	Hydrangea paniculata 'Jane' / Little Lime Hydrangea	5 gal		21
	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal		25
	Spiraea betulifolia 'Tor' / Birchleaf Spirea	5 gal		6
	Syringa x 'Bloomerang' / Lilac	5 gal		20
PERENNIALS	BOTANICAL NAME / COMMON NAME	CONT		QTY
	Heemerocallis x 'Baja' / Baja Daylily	1 gal		37

ALL PLANTINGS TO BE IRRIGATED WITH DRIP SYSTEM PER SPECIFICATION

TREE REMOVAL/PRESERVATION

*REFER TO SHEET C2.01 (EXISTING CONDITIONS) FOR EXISTING TREE TAG LOCATIONS

Tree Tag List		
Tree Number	Size	Tree Name
2182	37	Maple - Silver (acer saccharinum)
2183	13	Maple - Sugar (Acer saccharum)
2184	30	Maple - Silver (acer saccharinum)
2185	32	Maple - Silver (acer saccharinum)
2186	25	Maple - Silver (acer saccharinum)
2187	6	Ash - Green (Fraxinus pennsylvanica)
2188	5	Ash - Green (Fraxinus pennsylvanica)
2189	9	Box Elder (Acer negundo)
2190	7	Box Elder (Acer negundo)
2191	15	Crab Apple (Malus spp.)
2192	27	Ash - Green (Fraxinus pennsylvanica)
2193	34	Maple - Silver (acer saccharinum)
2194	9	Crab Apple (Malus spp.)
2195	19	Ash - Green (Fraxinus pennsylvanica)
2196	14	Birch - Paper (Betula papyrifera)
2197	13, 40'	Fir - Balsam (Abies balsamea)
2198	13, 40'	Fir - Balsam (Abies balsamea)
2199	29	Ash - Green (Fraxinus pennsylvanica)
2200	3	Oak - White (Quercus alba)
7783	26	Maple - Sugar (Acer saccharum)
7784	12	Oak - Red (Quercus rubra)
7785	12, 40'	Fir - Balsam (Abies balsamea)
7786	22	Ash - Green (Fraxinus pennsylvanica)



Client
**INTERSTATE
DEVELOPMENT**

6390 CARLSON DRIVE
EDEN PRAIRIE, MN 55346

Project
PLAZA 66

Location
RICHFIELD, MN

SW of 66TH ST E AND 17TH AVE S

Certification
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

William L. Levey
William L. Levey
Registered Professional Landscape Architect No. 40252 Date: 03/20/2017
This certification is not valid unless wet signed in blue ink. If applicable, contact us for a wet signed copy of this survey which is available upon request at Sambatek, Minnetonka, MN office.

Summary
Designed: EAV Drawn: JMW
Approved: MGB Book / Page:
Phase: PRELIMINARY Initial Issue: 03/20/2017

Revision History
No. Date By Submittal / Revision
03/20/17 City Submittal
04/10/17 Revised City Submittal

Sheet Title
**LANDSCAPE
PLAN**

Sheet No. Revision
L1.01

Project No. 20706



STAFF REPORT NO. 102
CITY COUNCIL MEETING
6/27/2017

REPORT PREPARED BY: Melissa Poehlman, City Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
6/21/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/22/2017

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consideration of a resolution for a preliminary and final plat of the "Plaza 66 in Richfield" Addition that will combine six parcels (6609 – 16th Avenue, 6615 – 16th Avenue, 6608 – 17th Avenue, 6614 – 17th Avenue, and two adjacent remnant parcels) and adjacent 17th Avenue right-of-way in order to allow construction of a multi-tenant commercial building. This hearing was continued from June 13, 2017.

EXECUTIVE SUMMARY:

In conjunction with an application for a Planned Unit Development (Plaza 66) at 66th Street and 16th and 17th Avenues, Interstate Partners will be replatting the site. The proposed plat for the Plaza 66 in Richfield Addition has been reviewed by the City Attorney. Prior to the recording of the plat, all comments must be satisfactorily addressed.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve a resolution approving the preliminary and final plat of the "Plaza 66 in Richfield" Addition.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- None

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- All plats or subdivisions of land in the City must be approved by council resolution pursuant to the provisions of Minnesota State Statutes 462.357.

C. CRITICAL TIMING ISSUES:

- Per State Statute, the City has 120 days from the date of submittal of a complete application to issue a decision regarding plat unless the applicant agrees to an extension.
- A complete application was received on April 10, 2017. The Council must render a decision by August 8, 2017.
- This public hearing has been continued from June 13, 2017. Mailed notice of the public hearing was sent to properties within 350 feet of land to be platted.

D. FINANCIAL IMPACT:

- None

E. LEGAL CONSIDERATION:

- Notice of this public hearing was published in the Sun Current newspaper, as required.
- Mailed notice was sent to property owners within 350 feet (not required).
- The City Attorney has reviewed the proposed plat.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Lonnie Provencher, Interstate Development

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Resolution	Resolution Letter
<input type="checkbox"/>	Preliminary & Final Plat	Exhibit

RESOLUTION NO.

RESOLUTION GRANTING APPROVAL OF PRELIMINARY AND FINAL PLATS FOR THE PLAZA 66 IN RICHFIELD ADDITION

WHEREAS, Interstate Development has requested approval of preliminary and final plat that combines properties located at 6601 – 16th Ave., 6609 – 16th Ave., 6615 – 16th Ave., 6600 – 17th Ave., 6608 – 17th Ave., and 6614 – 17th Ave., and adjacent vacated right-of-way. The property is legally described as:

Lots 1-3 and 14-16, Block 1, Cedar Sunrise Addition, Hennepin County, Minnesota; and

That part of 17th Avenue South described as follows:

Beginning at the northeast corner of Block 1, CEDAR-SUNRISE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota; thence on an assumed bearing of South 00 degrees 06 minutes 08 seconds East, along the west line of said vacated 17th Avenue South, a distance of 200.47 feet to the southeast corner of Lot 3 of said Block 1; thence North 89 degrees 57 minutes 16 seconds East, along the easterly prolongation of the south line of said Lot 3, a distance of 60.00 feet to the intersection of the easterly prolongation of the south line of said Lot 3 with the east line of said vacated 17th Avenue South; thence North 00 degrees 06 minutes 08 seconds West, along said east line of vacated 17th Avenue South, a distance of 73.86 feet; thence North 25 degrees 26 minutes 49 seconds West a distance of 140.17 feet to the point of beginning.

WHEREAS, Interstate Development has secured purchase agreement and/or consent of the fee owners of the land to make this application; and

WHEREAS, the proposed subdivision is to be known as PLAZA 66 IN RICHFIELD; and

WHEREAS, a public hearing was held on the proposed preliminary and final plat of PLAZA 66 IN RICHFIELD on Tuesday, June 27, 2017 at which all interested persons were given the opportunity to be heard; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, as follows:

1. The proposed preliminary and final plats of PLAZA 66 IN RICHFIELD satisfy the requirements of the City's subdivision ordinances.
2. Approval of the preliminary and final plats of PLAZA 66 IN RICHFIELD are granted with the following conditions:
 - a. Satisfaction (subject to City Attorney approval) of all items identified in the City Attorney's plat opinion letter dated May 30, 2017.
 - b. Compliance with any other applicable requirements of the Richfield City Code.

- c. Compliance with the requirements of the Hennepin County plat review letter dated May 30, 2017.
- d. The Applicant must submit two mylar copies of the plat for signature by the City.
- e. The Applicant must file the final plat with the Hennepin County Recorder or Registrar of Titles within 30 days of the approval of this resolution.

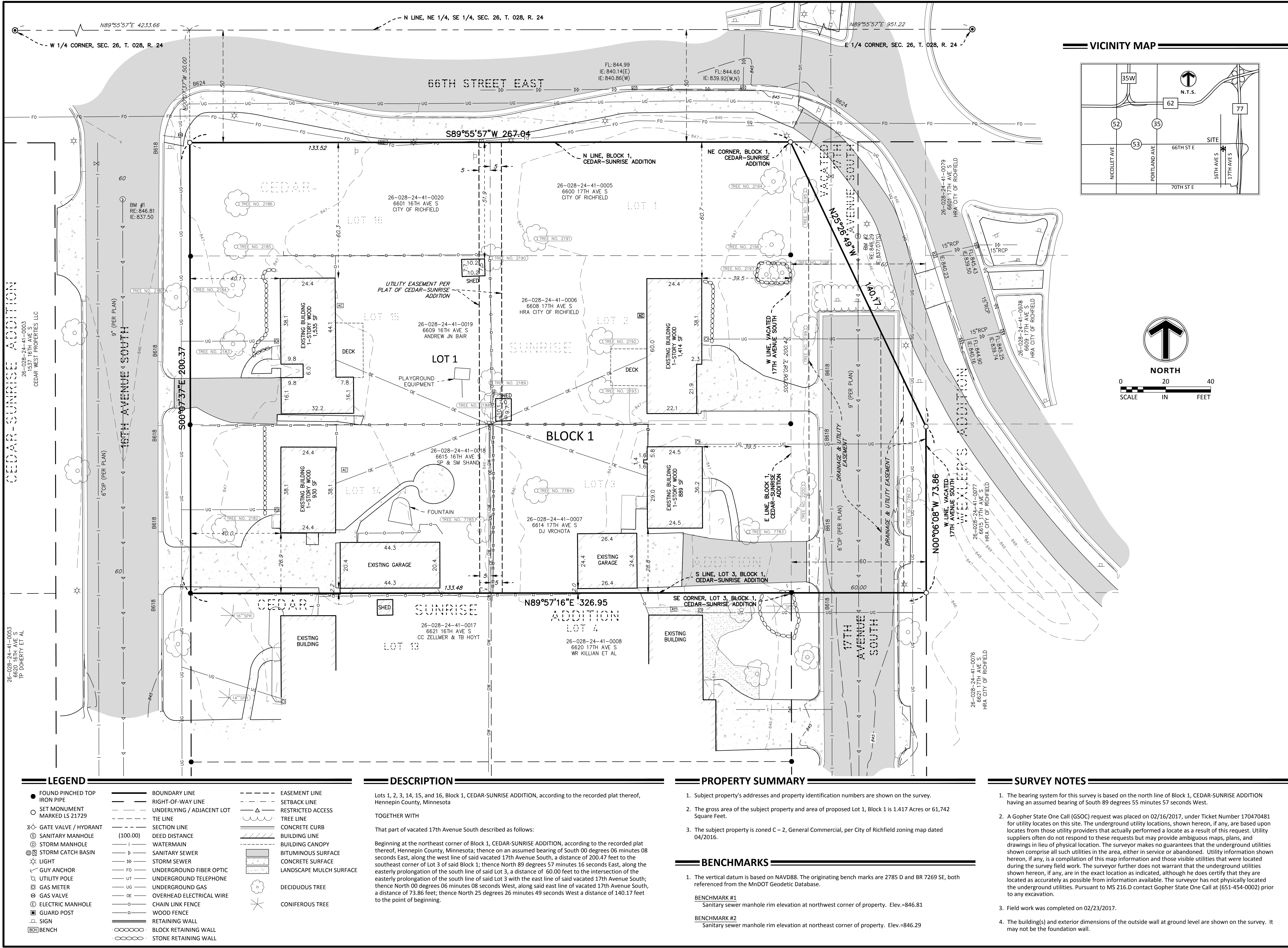
Adopted by the City Council of the City of Richfield, Minnesota this 27th day of June, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

EXHIBIT A



Client INTERSTATE DEVELOPMENT

6930 CARLSON DR, EDEN PRAIRIE,
MN 55346

Project PLAZA 66 IN RICHFIELD

Location RICHFIELD, MN

Certification

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed LAND SURVEYOR under the laws of the State of Minnesota.

Rick M. Blom

Rick M. Blom
Registration No. 21729 Date: 03/16/2017
If applicable, contact us for a wet signed copy of this survey which is available upon request at Sambatek's, Minnetonka, MN office.

Summary

Designed: Drawn: DL
Approved: RMB Book / Page: 1241/50
Phase: Initial Issue: 03/17/2017

Revision History

No. Date By Submittal / Revision

Sheet Title PRELIMINARY PLAT

Sheet No. Revision 1/1

Project No. 20706

PLAZA 66 IN RICHFIELD

C.R. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That Interstate Industrial, LLC, a Minnesota limited liability company, fee owner, of the following described property situated in the County of Hennepin, State of Minnesota, to wit:

Lots 1, 2, 3, 14, 15, and 16, Block 1, CEDAR-SUNRISE ADDITION

TOGETHER WITH

That part of vacated 17th Avenue South described as follows:

Beginning at the northeast corner of Block 1, CEDAR-SUNRISE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota; thence on an assumed bearing of South 00 degrees 06 minutes 08 seconds East, along the west line of said vacated 17th Avenue South, a distance of 200.47 feet to the southeast corner of Lot 3 of said Block 1; thence North 89 degrees 57 minutes 16 seconds East, along the easterly prolongation of the south line of said Lot 3, a distance of 60.00 feet to the intersection of the easterly prolongation of the south line of said Lot 3 with the east line of said vacated 17th Avenue South; thence North 00 degrees 06 minutes 08 seconds West, along said east line of vacated 17th Avenue South, a distance of 73.86 feet; thence North 25 degrees 26 minutes 49 seconds West a distance of 140.17 feet to the point of beginning.

Has caused the same to be surveyed and platted as PLAZA 66 IN RICHFIELD, and does hereby dedicate to the public for public use forever the drainage and utility easements as shown on this plat.

In witness whereof said Interstate Industrial, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

SIGNED: Interstate Industrial, LLC

By: _____, as _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Interstate Industrial, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County, _____ Notary Printed Name
My Commission Expires _____

I, Rick M. Blom, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Rick M. Blom, Licensed Land Surveyor,
Minnesota License No. 21729

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Rick M. Blom, a Licensed Land Surveyor.

Notary Public, _____ County, Minnesota Notary Printed Name
My Commission Expires _____

RICHFIELD, MINNESOTA

This plat of PLAZA 66 IN RICHFIELD was approved and accepted by the City Council of Richfield, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30-day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 2.

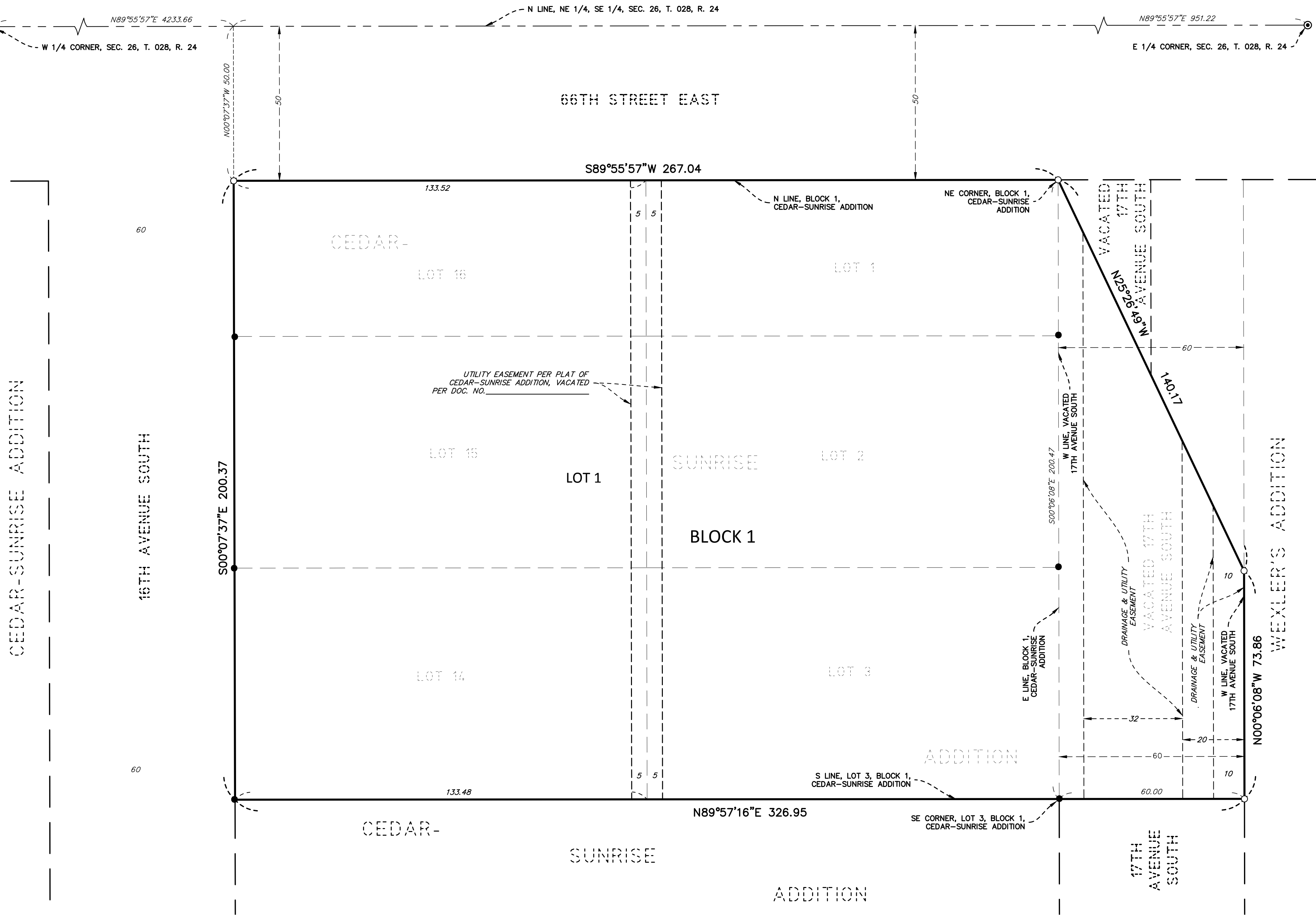
City Council, Richfield, Minnesota

By: _____ Mayor By: _____ Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20____.

Mark V. Chapin, County Auditor By: _____, Deputy



SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, County Surveyor By: _____

COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that the within plat of PLAZA 66 IN RICHFIELD was recorded in this office this _____ day of _____, 20____, at _____ o'clock _____.M.

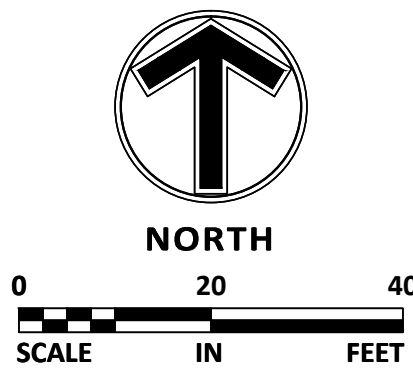
Martin McCormick, County Recorder By: _____, Deputy

○ DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 21729.

● DENOTES 1/2 INCH PINCHED TOP IRON MONUMENT FOUND, UNLESS OTHERWISE NOTED.

◎ DENOTES FOUND HENNEPIN COUNTY CAST IRON MONUMENT, UNLESS OTHERWISE NOTED.

THE NORTH LINE OF BLOCK 1, CEDAR-SUNRISE ADDITION IS ASSUMED TO HAVE A BEARING OF NORTH 89 DEGREES 55 MINUTES 57 SECONDS EAST.



SAMBATEK, INC.
ENGINEERING, PLANNING
AND LAND SURVEYING



STAFF REPORT NO. 103
CITY COUNCIL MEETING
6/27/2017

REPORT PREPARED BY: Mary Tietjen, City Attorney

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager
6/21/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/21/2017

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the second reading of an ordinance abolishing the Police Civil Service Commission; repealing Subsection 305.05 of the City Code that creates a joint Police and Fire Civil Service Commission; adopting a new Subsection 305.05 to continue the Fire Civil Service Commission; and rescinding the Resolution dated October 29, 1945 creating a police civil service commission in the Village of Richfield.

EXECUTIVE SUMMARY:

For more than 70 years, the Richfield Police Department's hiring and promotional processes have been governed by a Police Civil Service Commission and Rules and Regulations promulgated by the Commission and approved by the City Council. The Commission's Rules include strict guidelines and processes for hiring and promotions that are based on requirements mandated by state law. State law allows for very little flexibility in how these processes are carried out.

In March 2017, the City of Richfield initiated a Promotional Process Improvement and Diverse Recruitment Study. The study was conducted by Attorney and Consultant Michelle Soldo of Soldo Consulting, P.C. Ms. Soldo is an expert in the area of employment and labor law and has advised other Minnesota cities on civil service related issues. As a result of the study, Ms. Soldo's primary recommendation was that the City should consider abolishing the Police Civil Service Commission. Her recommendation is based on the following factors:

1. The Civil Service form of governance was implemented by state law in the early 1930s and its original objective was to separate hiring and firing of officers from Council and local politics. This concern is no longer prevalent given that the City has subject matter experts – a City Manager, human resource professionals, labor attorneys, and unions – to carry out these duties;
2. Richfield is one of only 17 Minnesota cities still utilizing a Police Civil Service Commission, which further signals the decline of this form of governance;
3. The Commission is comprised of community members who typically have not had professional background or expertise in police department recruitment, hiring, and promotions;
4. The role of the Commission has been greatly reduced over the years as the Rules delegate many of the functions to the Police Chief and discipline and terminations are governed by Union contracts; and
5. The most important reason for the recommendation is that if the Commission is not abolished,

the City cannot participate in diversity-focused Officer hiring programs because of the constraints placed on the City by State civil service laws and the Commission's Rules.

For all of these reasons, staff is recommending that the City Council abolish the Police Civil Service Commission of the City of Richfield. The action requires unanimous approval by the City Council. If the Council approves the action, it would not impact the Fire Civil Service Commission, which would continue.

RECOMMENDED ACTION:

By Motion: Approve the second reading of an ordinance abolishing the Police Civil Service Commission; repealing Subsection 305.05 of the City Code that creates a joint Police and Fire Civil Service Commission; adopting a new Subsection 305.05 to continue the Fire Civil Service Commission; and rescinding the Resolution dated October 29, 1945 creating a police civil service commission.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Provided in Executive Summary.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Subsection 305.05 of the City Code must be repealed to abolish the Police Civil Service Commission and a new subsection adopted to continue the Fire Civil Service Commission.
- Minnesota Statutes Section 419.16 requires a unanimous vote of the City Council to abolish the Police Civil Service Commission.

C. CRITICAL TIMING ISSUES:

- After the Police Civil Service Commission is abolished, the Police Department will be able to participate in diversity-focused hiring programs similar to other cities in the metropolitan area.
- Ms. Soldo will be preparing a second report outlining her recommendations for future promotional processes as soon as possible to complete the scope of her consultation work. The content of this second report will depend upon the Council's action to abolish or preserve the Police Civil Service Commission.

D. FINANCIAL IMPACT:

- Staff time and resources spent on organizing and attending Commission meetings, as well as managing Commission-related issues will no longer be necessary.

E. LEGAL CONSIDERATION:

- The Council may abolish the Police Civil Service Commission by unanimous vote. The Joint Police and Fire Civil Service Commission was established by subsection 305.05 of the City Code. Subsection 305.01 of the City Code states the Council may eliminate a Commission by adopting a resolution or ordinance rescinding the resolution or ordinance establishing the Commission.

ALTERNATIVE RECOMMENDATION(S):

- The Council could decline to abolish the Police Civil Service Commission and direct staff to begin the process of overhauling the Commission's rules so that they are consistent with existing practices. Not abolishing the Commission would prevent the City from participating in diversity-focused hiring programs.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance

BILL NO. _____

**AN ORDINANCE REPEALING SUBSECTION 305.05 OF THE RICHFIELD CITY CODE
ABOLISHING THE POLICE CIVIL SERVICE COMMISSION AND
ADOPTING A NEW SUBSECTION 305.05 TO CONTINUE THE FIRE CIVIL SERVICE
COMMISSION**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Subsection 305.05 of the Richfield City Code is repealed in its entirety and replaced with the following new Subsection 305.05.

305.05. - Fire Civil Service Commission.

Subdivision 1. Abolish police civil service. The Police Civil Service Commission is abolished.

Subd. 2. Fire Commission continued. The former joint police and fire civil service commission is now known as the Fire Civil Service Commission and shall continue.

Subd. 3. Membership. The Fire Civil Service Commission shall consist of three (3) members appointed for terms in the same manner, for the same terms, and with the same qualifications pursuant to Minnesota Statutes, Chapter 420. Terms of commissioners are for three (3) years commencing on February 1 of the year of appointment.

Section 2. Subsection 310.09 of the City Code is amended as follows:

Subdivision 1. General. Appointments to the municipal service shall be made by the Manager. Appointments shall be made on the basis of merit and fitness for the position. Department heads shall be appointed by the City Manager, subject to Council approval in accordance with Section 6.02, Subsection 3 of the Charter; other appointments to positions in the municipal service shall be made by the City Manager after receiving the recommendation of the appropriate department head and shall be in accordance with the rules of the ~~joint fire and police~~ civil service commission where applicable.

Section. 3. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted this 27th Day of June, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk